

Wm. Lance Lewis
Kenneth A. Hill
Quilling, Selander, Lownds,
Winslett & Moser, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
(214) 871-2100 (Telephone)
(214) 871-2111 (Fax)
ATTORNEYS FOR JPMORGAN CHASE BANK, N.A.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

| | |
|-------------------------------------|---|
| ANITA MARIE NOEGGERATH, | § |
| Plaintiff, | § |
| | § |
| | § |
| v. | § |
| | § |
| | § |
| | CIVIL ACTION NO. 3:15-cv-00547-N |
| CHASE MANHATTAN MORTGAGE, | § |
| A DIVISION OF JPMORGAN CHASE | § |
| BANK, N.A. D/B/A CHASE, | § |
| Defendant. | § |

ORIGINAL ANSWER

TO THE HONORABLE DAVID C. GODBEY, UNITED STATES DISTRICT JUDGE:

JPMorgan Chase Bank, N.A. (“JPMC”), incorrectly sued as “Chase Manhattan Mortgage, a Division of JPMorgan Chase Bank, N.A. d/b/a Chase,” for its answer to the Complaint filed by Anita Marie Noeggerath (the “Plaintiff”), admits, denies, and alleges as follows:

FIRST DEFENSE

No response is required with respect to the first unnumbered paragraph of the Complaint. To the extent a response is required, JPMC denies all allegations of that paragraph.

1. With respect to paragraph 1 of the Complaint, JPMC admits that Plaintiff purports to assert claims as described therein. Except as expressly admitted, JPMC denies all allegations of paragraph 1 of the Complaint.

2. With respect to paragraph 2 of the Complaint, JPMC admits that Plaintiff is a natural person and alleges that it lacks knowledge or information sufficient to form a belief about

the truth of the allegation concerning Plaintiff's residence and on that ground denies it. Except as expressly admitted or alleged, JPMC denies all allegations of paragraph 2 of the Complaint.

3. With respect to paragraph 3 of the Complaint, JPMC admits that it has entered an appearance in this lawsuit. Except as expressly admitted, JPMC denies all allegations of paragraph 3 of the Complaint.

4. Paragraph 4 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, JPMC denies all allegations of paragraph 4 of the Complaint.

5. Paragraph 5 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, JPMC denies all allegations of paragraph 5 of the Complaint.

6. Paragraph 6 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, JPMC denies all allegations of paragraph 6 of the Complaint.

7. Paragraph 7 of the Complaint contains only legal conclusions to which no response is required. To the extent a response is required, JPMC denies all allegations of paragraph 7 of the Complaint.

8. With respect to paragraph 8 of the Complaint, JPMC admits that this Court has jurisdiction over this lawsuit. Except as expressly admitted, JPMC denies all allegations of paragraph 8 of the Complaint.

9. With respect to paragraph 9 of the Complaint, JPMC admits that venue is proper in this district. Except as expressly admitted, JPMC denies all allegations of paragraph 9 of the Complaint.

10. JPMC admits the allegations of paragraph 10 of the Complaint.

11. With respect to paragraph 11 of the Complaint, JPMC alleges that it lacks knowledge or information sufficient to form a belief about the truth of the allegations of the first sentence, the allegations of the second sentence, and the allegations about Plaintiff vacating the Property and on that ground denies them. Except as expressly alleged, JPMC denies all allegations of paragraph 11 of the Complaint.

12. JPMC denies all allegations of paragraph 12 of the Complaint.

13. JPMC denies all allegations of paragraph 13 of the Complaint.

14. With respect to paragraph 14 of the Complaint, JPMC admits that the bankruptcy court entered an order entitled “Discharge of Debtor” on September 12, 2011 and that the order discharged Plaintiff from any personal liability for the Loan (as that term is defined in paragraph 11 of the Complaint). The terms of that order are self-evident. Except as expressly admitted, JPMC denies all allegations of paragraph 14 of the Complaint.

15. With respect to paragraph 15 of the Complaint, JPMC alleges that it lacks knowledge or information sufficient to form a belief about the truth of the allegations of the first sentence and on that ground denies them. Except as expressly alleged, JPMC denies all allegations of paragraph 15 of the Complaint. The terms of the order entitled Discharge of Debtor are self-evident.

16. JPMC denies all allegations of paragraph 16 of the Complaint.

17. JPMC admits the allegations of paragraph 17 of the Complaint.

18. JPMC admits the allegations of paragraph 18 of the Complaint.

19. JPMC denies all allegations of paragraph 19 of the Complaint.

20. JPMC denies all allegations of paragraph 20 of the Complaint.

21. JPMC denies all allegations of paragraph 21 of the Complaint.
22. JPMC denies all allegations of paragraph 22 of the Complaint.
23. JPMC denies all allegations of paragraph 23 of the Complaint.
24. JPMC denies all allegations of paragraph 24 of the Complaint.
25. JPMC denies all allegations of paragraph 25 of the Complaint.
26. JPMC denies all allegations of paragraph 26 of the Complaint.
27. JPMC denies all allegations of paragraph 27 of the Complaint.
28. JPMC denies all allegations of paragraph 28 of the Complaint.
29. JPMC denies all allegations of paragraph 29 of the Complaint.
30. JPMC denies all allegations of paragraph 30 of the Complaint.
31. JPMC denies all allegations of paragraph 31 of the Complaint.
32. JPMC denies all allegations of paragraph 32 of the Complaint.
33. JPMC denies all allegations of paragraph 33 of the Complaint.
34. JPMC denies all allegations of paragraph 34 of the Complaint.
35. JPMC denies all allegations of paragraph 35 of the Complaint.
36. JPMC denies all allegations of paragraph 36 of the Complaint.
37. JPMC denies all allegations of paragraph 37 of the Complaint.
38. JPMC denies all allegations of paragraph 38 of the Complaint.
39. JPMC denies all allegations of paragraph 39 of the Complaint.
40. JPMC denies all allegations of paragraph 40 of the Complaint.
41. JPMC denies all allegations of paragraph 41 of the Complaint.
42. JPMC denies all allegations of paragraph 42 of the Complaint.
43. JPMC denies all allegations of paragraph 43 of the Complaint.

44. JPMC denies all allegations of paragraph 44 of the Complaint.
45. JPMC denies all allegations of paragraph 45 of the Complaint.
46. JPMC denies all allegations of paragraph 46 of the Complaint.
47. JPMC denies all allegations of paragraph 47 of the Complaint.
48. JPMC denies all allegations of paragraph 48 of the Complaint.
49. JPMC denies all allegations of paragraph 49 of the Complaint.
50. JPMC denies all allegations of paragraph 50 of the Complaint.
51. JPMC denies all allegations of paragraph 51 of the Complaint.
52. JPMC denies all allegations of paragraph 52 of the Complaint.
53. JPMC denies all allegations of paragraph 53 of the Complaint.
54. No response is required with respect to paragraph 54 of the Complaint. To the extent a response is required, JPMC denies all allegations of paragraph 54 of the Complaint.

55. Paragraph 55 of the Complaint contains only conclusions of law to which no response is required. The provisions of the Fair Credit Reporting Act are self-evident. To the extent a response is required, JPMC denies all allegations of paragraph 55 of the Complaint.

56. Paragraph 56 of the Complaint contains only conclusions of law to which no response is required. The provisions of the Fair Credit Reporting Act are self-evident. To the extent a response is required, JPMC denies all allegations of paragraph 56 of the Complaint.

57. JPMC denies all allegations of paragraph 57 of the Complaint.
58. JPMC denies all allegations of paragraph 58 of the Complaint.
59. JPMC denies all allegations of paragraph 59 of the Complaint.
60. JPMC denies all allegations of paragraph 60 of the Complaint.
61. JPMC denies all allegations of paragraph 61 of the Complaint.

62. JPMC denies all allegations of paragraph 62 of the Complaint.

63. JPMC denies all allegations of paragraph 63 of the Complaint.

64. JPMC denies all allegations of paragraph 64 of the Complaint.

65. JPMC denies all allegations of paragraph 65 of the Complaint.

66. JPMC denies all allegations of paragraph 66 of the Complaint.

67. JPMC denies all allegations of paragraph 67 of the Complaint.

68. JPMC denies all allegations of paragraph 68 of the Complaint.

69. JPMC denies all allegations of paragraph 69 of the Complaint.

70. No response is required with respect to paragraph 70 of the Complaint. To the extent a response is required, JPMC denies all allegations of paragraph 70 of the Complaint.

71. JPMC denies all allegations of paragraph 71 of the Complaint, including all subparagraphs.

72. JPMC denies all allegations of paragraph 72 of the Complaint.

73. JPMC denies all allegations of paragraph 73 of the Complaint.

74. No response is required with respect to paragraph 74 of the Complaint. To the extent a response is required, JPMC denies all allegations of paragraph 74 of the Complaint.

75. JPMC denies all allegations of paragraph 75 of the Complaint.

76. JPMC denies all allegations of paragraph 76 of the Complaint.

77. No response is required with respect to paragraph 77 of the Complaint. To the extent a response is required, JPMC denies all allegations of paragraph 77 of the Complaint.

78. JPMC denies all allegations of paragraph 78 of the Complaint.

79. JPMC denies all allegations of paragraph 79 of the Complaint.

80. JPMC denies all allegations of paragraph 80 of the Complaint.

81. JPMC denies all allegations of paragraph 81 of the Complaint.
82. JPMC denies all allegations of paragraph 82 of the Complaint.
83. JPMC denies all allegations of paragraph 83 of the Complaint.
84. JPMC denies all allegations of paragraph 84 of the Complaint.
85. JPMC denies all allegations of paragraph 85 of the Complaint.
86. JPMC denies all allegations of paragraph 86 of the Complaint.
87. JPMC denies all allegations of paragraph 87 of the Complaint.
88. JPMC denies all allegations of the unnumbered paragraph and all sub-paragraphs

following paragraph 87 of the Complaint.

89. Except as expressly admitted herein, JPMC denies all allegations of the Complaint.

SECOND DEFENSE

90. The Complaint fails to state a claim upon which relief may be granted.

THIRD DEFENSE

91. Plaintiff's claims for punitive damages are barred in whole or in part by the Due Process Clause and Excessive Fines Clause of the United States Constitution, Chapter 41 of the Texas Civil Practice Remedies & Remedies Code, and other applicable law.

FOURTH DEFENSE

92. All or part of Plaintiff's tort claim is barred by Plaintiff's comparative responsibility, or the responsibility of third parties.

FIFTH DEFENSE

93. All or part of Plaintiff's claims are barred by estoppel.

SIXTH DEFENSE

94. All or part of Plaintiff's claims are barred by waiver.

SEVENTH DEFENSE

95. All or part of Plaintiff's claims are barred by laches.

EIGHTH DEFENSE

96. All or part of Plaintiff's claims are barred by Plaintiff's failure to mitigate her alleged damages.

NINTH DEFENSE

97. Any tort damages alleged by Plaintiff are barred, or alternatively must be reduced, due to Plaintiff's proportionate responsibility in accordance with Chapter 33 of the Texas Civil Practice & Remedies Code.

TENTH DEFENSE

98. All or part of Plaintiff's claims are barred by the applicable statutes of limitation.

CONCLUSION

WHEREFORE, PREMISES CONSIDERED, JPMC requests that the Court enter judgment (a) denying all of Plaintiff's claims and causes of action and (b) granting JPMC such other and further relief, at law or in equity, to which it may be justly entitled.

Respectfully submitted,

QUILLING, SELANDER, LOWNDS
WINSLETT & MOSER, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201-4240
(214) 871-2100 (Telephone)
(214) 871-2111 (Facsimile)

By: /s/ Kenneth A. Hill
Wm. Lance Lewis
State Bar No. 12314560
Kenneth A. Hill
State Bar No. 09646950
ATTORNEYS FOR JPMORGAN CHASE BANK,
N.A.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served concurrently with the filing of the same via the Court's CM/ECF noticing system upon all persons who have filed ECF appearances in this case, including counsel for Plaintiff.

/s/ Kenneth A. Hill
Kenneth A. Hill

4828-1413-6866, v. 2